

<p>JAIME MILSTEAD, on behalf of herself and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>ROBERT FIANCE BEAUTY SCHOOLS, INC.; GBR, INC.; REIGNBOW ACADEMY, INC.; and PAUL FERRARA, each conducting business as “Robert Fiance Beauty Schools,”</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY CAMDEN COUNTY LAW DIVISION</p> <p>DOCKET NO. CAM-L-328-16</p>
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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Plaintiff Jaime Milstead (“Plaintiff”) and Defendants Robert Fiance Beauty Schools, Inc., GBR, Inc., Reignbow Academy, Inc., and Paul Ferrara (collectively referred to as “Defendants”), by and through their counsel, hereby enter into this Settlement Agreement and Mutual Release providing, subject to Court approval, for the settlement of the claims of Plaintiff and the Settlement Class against Defendants, as described herein.

RECITALS:

1. WHEREAS, Defendants operate five beauty school student salon “clinics” in New Jersey under the name “Robert Fiance Beauty Schools” located at 70 E. Holly Avenue, Pitman, New Jersey 08071; 5518 Bergenline Avenue, West New York, New Jersey 07093; 121 Watchung Avenue, North Plainfield, New Jersey 07060; 312 State Street, Perth Amboy, New Jersey 08861; and 1458 Rt. 35 South, Ocean, New Jersey 07712 (collectively, the “Schools”; each, a “School”);

2. WHEREAS, each of the Schools operate an associated student salon “clinic” (“the Clinics”), as defined by N.J.S.A. § 45:5B-3(h), at which cosmetology and other services are provided to the general public by students at the School in exchange for a fee paid to Defendants;

3. WHEREAS, the cosmetology and other services provided to the general public at the Clinics are provided exclusively by senior students at the School, supervised by licensed instructors;

4. WHEREAS, N.J.S.A. § 45:5B-3(h) defines a “clinic” inter alia, as “a designated portion of a licensed school in which members of the public may receive cosmetology or hairstyling services from registered students in exchange for a fee which shall be calculated to recoup only the cost of materials used in the performance of those services.”

5. WHEREAS, Plaintiff has filed an action against Defendants, captioned Milstead v. Robert Fiance Beauty Schools Inc. et al., Docket No. CAM-L-328-16 (N.J. Super. Ct., Law. Div., Camden County), alleging that the Clinics operated by the Schools employ a uniform policy of charging fees to members of the public for student-provided services that are higher than the costs of the materials used in providing those services;

6. WHEREAS, Plaintiff has specifically alleged that Defendants’ alleged uniform policy described above violates N.J.S.A. § 45:5B-3(h) and also violates the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, et seq., and the New Jersey Truth in Consumer Contract, Warranty and Notice Act, N.J.S.A. § 56:12-14, et seq., and moreover constitutes unjust enrichment and a breach of an implied contract;

7. WHEREAS, Plaintiff has asserted these claims on behalf of herself and a putative class defined as “All New Jersey citizens who received student-provided cosmetology services at a Robert Fiance Beauty School (five locations total) in New Jersey between January 25, 2010

and the present, and who paid a fee for such services.” (the “Putative Class”);

8. WHEREAS, Plaintiff’s action sought redress, on behalf of herself and the Putative Class, in the form of compensatory damages, statutory penalties, and treble damages;

9. WHEREAS, Defendants vehemently deny the claims of Plaintiff and the Putative Class, specifically deny any wrongdoing or liability to Plaintiff and the Putative Class, and assert that they fully complied with N.J.S.A. § 45:5B-3(h) and all other applicable laws;

10. WHEREAS, notwithstanding the above, Defendants have concluded that settlement is desirable in order to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve finally and completely all pending and potential claims of Plaintiff and all members of the Settlement Class, as defined below, that were or could have been asserted in this lawsuit relating to the practices at issue;

11. WHEREAS, Defendants provided certain information to Plaintiff on an informal basis;

12. WHEREAS, arms-length settlement negotiations have taken place between the Parties over a period of approximately 120 days;

13. WHEREAS, this Settlement Agreement has been reached, subject to the Court approval process set forth herein;

14. WHEREAS, Plaintiff recognizes the costs and risks of prosecuting this lawsuit, and believes that her interest, and the interest of all members of the Settlement Class, as defined below, in resolving this action and any and all claims against Defendants are best served by and through the terms contained within this Settlement Agreement;

15. WHEREAS, Defendants also recognize the costs and risks of litigation and believe this settlement is a fair means of resolving the disputes between the Parties that are the

subject of this lawsuit;

16. WHEREAS, Defendants enter into this Settlement with no admission of liability;

17. WHEREAS, solely for purposes of settlement, the Parties agree to the certification of a Settlement Class, as defined below;

18. WHEREAS, Plaintiff and Class Counsel (as defined below) believe that the settlement memorialized in this Settlement Agreement offers significant benefits to the Settlement Class Members and is fair, reasonable, adequate and in the best interest thereof; and

19. WHEREAS, this Settlement Agreement is made and entered into by and among Plaintiff and Defendants and on behalf of the Settlement Class.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. Action. “Action” shall mean this above-captioned putative class action pending before the Superior Court of New Jersey, Law Division, Camden County, under Docket No. CAM-L-328-16.

B. Claim. “Claim” shall have the meaning set forth in paragraphs 3.3 through 3.7 below.

C. Claim Form. “Claim Form” means the document to be submitted by Class Members seeking services vouchers pursuant to this Settlement Agreement. The Claim Form will be available online on Class Counsel’s Website and the Settlement Website (defined in

paragraphs 1.KK and 5.3(b) and (d) below), and the contents of the Claim Form will be approved by the Court. The proposed Claim Form is attached hereto as **Exhibit A**.

D. Claimant. “Claimant” shall mean a Class Member who submits a claim for Service Vouchers as described in paragraph 3.4 of this Settlement Agreement.

E. Claims Period. “Claims Period” shall mean the time period during which Claim Forms may be submitted by Class Members and shall conclude ninety (90) days after the entry of the Preliminary Approval Order (defined below) with respect to this Settlement.

F. Class Counsel. “Class Counsel” shall mean DeNittis Osefchen Prince, P.C.

G. Class Counsel Fees and Expense Award. “Class Counsel Fees and Expense Award” means the amount awarded to Class Counsel by the Court for attorneys’ fees, costs, and expenses.

H. Publication Notice. “Publication Notice” shall mean the Court-approved form of notice to Class Members informing them of: (i) the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; and (iii) the opportunity to submit a claim, which shall be published via newspaper publication as described in paragraph 5.3(a) and posted as a sign in each School Clinic as described in paragraph 5.3(c). The proposed form of this Publication Notice has been agreed upon by the Parties is attached hereto as **Exhibit B** and shall be approved by the Court prior to its publication.

I. Long Form Notice. “Long Form Notice” shall mean the form of notice which will be posted on Class Counsel’s website and on the Settlement Website as described in paragraphs 3.5(b) and 3.5(d) and will contain information about the case and the procedure for Class Members to object to and/or opt out of: (i) the Settlement; (ii) Class Counsel’s application for a Class Counsel Fees and Expenses Award; and (iii) the application for a Class Representative

Incentive Award. The proposed form of Long Form Notice is attached hereto as **Exhibit C** and shall be approved by the Court prior to its publication.

K. Class Members. “Class Members” shall mean the members of the Settlement Class.

L. Class Representative. Class Representative shall mean Plaintiff Jamie Milstead.

M. Clinic Services. “Clinic Services” shall mean those student-provided services offered to the public at the Clinic in exchange for money.

N. Court. “Court” shall mean the Superior Court of New Jersey, Law Division, Camden County.

O. Defendants. “Defendants” shall mean Defendants Robert Fiance Beauty Schools, Inc., GBR, Inc., Reignbow Academy, Inc., and Paul Ferrara, individually and collectively, as well as their affiliates, predecessors, successors, assigns, directors, officers, agents, attorneys, representatives, and employees.

P. Defendants’ Counsel. “Defendants’ Counsel” shall mean Gibbons, P.C.

Q. Effective Date. “Effective Date” is the date on which this settlement becomes Final.

R. Final. With respect to any judgment, this Settlement, any award of any claims, or a Class Counsel Fees and Expenses Award, “Final” means that the time for appeal or writ review has expired or, if an appeal or petition for review is taken and dismissed or the Settlement is affirmed, the time period during which further petition for appeal, or writ of certiorari can be taken has expired. If the judgment is set aside, materially modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the judgment shall not become final.

S. Final Approval Hearing and Order. “Final Approval Hearing” shall mean the

hearing at which the Court will consider and finally decide whether to enter the Final Approval Order, and “Final Approval Order” shall mean the Court order that approves this Settlement Agreement, approves payment of attorneys’ fees and expenses, and makes such other final rulings as are contemplated by this Settlement Agreement.

T. Incentive Award. “Incentive Award” shall mean the two thousand and five hundred dollar (\$2,500) payment that the Defendants have agreed to pay to the Class Representative Plaintiff Milstead, subject to approval of the Court.

U. Litigation. “Litigation” shall mean the above-captioned putative class action pending before the Superior Court of New Jersey, Law Division, Camden County.

V. Objection Date. “Objection Date” shall mean the date agreed upon by the Parties or otherwise ordered by the Court for Class Members to object to the Settlement Agreement’s terms or provisions and submit any required statements, proof, or other materials and/or argument.

W. Opt-Out Deadline. “Opt-Out Deadline” shall mean the date agreed upon by the Parties, or otherwise ordered by the Court, by which any Class Members who do not wish to be included in the Settlement Class and participate in the Settlement Agreement must complete the acts necessary to properly effect such election.

X. Opt-Out List. “Opt-Out List” shall mean a written list prepared by Class Counsel of all Class Members who submit timely Requests for Exclusion.

Y. Parties. “Parties” shall mean the named Plaintiff and the named Defendants.

Z. Plaintiff. “Plaintiff” shall mean Jamie Milstead.

AA. Preliminary Approval. “Preliminary Approval” means that the Court has entered an order preliminarily approving the terms and conditions of this Settlement Agreement,

including the manner of providing and content of notice to Class Members.

BB. Preliminary Approval Order. “Preliminary Approval Order” shall mean the order of the Court preliminarily approving this Settlement Agreement. The proposed form of the Preliminary Approval Order, which is subject to Court approval, is attached hereto as **Exhibit D**.

CC. Released Persons. “Released Persons” shall mean Defendants and all of their past and present respective parents, subsidiaries, divisions, affiliates, persons, and entities directly or indirectly under their control in the past and present; Defendants’ respective assignors, predecessors, successors and assigns; and all past or present partners, shareholders, managers, members, directors, officers, employees, agents, attorneys, insurers, accountants, and representatives of any and all of the foregoing.

DD. Request for Exclusion. “Request for Exclusion” shall mean any request by any Class Member to opt out of, or for exclusion from, the Settlement that is in compliance with the provisions of Section VI of this Settlement Agreement.

EE. Settlement. “Settlement” shall mean the agreement by the Parties to resolve this Litigation, the terms of which have been memorialized and provided for in this Settlement Agreement.

FF. Settlement Agreement. “Settlement Agreement” shall mean this Settlement Agreement and all the exhibits attached hereto.

GG. Settlement Class. “Settlement Class” shall mean:

All New Jersey citizens who received student-provided cosmetology services at a Robert Fiance Beauty School clinic or entity (five locations total) in New Jersey between January 25, 2010 and the present, and who paid a fee for such services.

HH. Settlement Class Period. “Settlement Class Period” means the period of time from January 25, 2010 to the present.

II. Settlement Fund. “Settlement Fund” means the total service voucher commitment of Defendants for purposes of this settlement, as described in Section III of this Settlement Agreement, with a value of up to Four Hundred and Fifty Thousand dollars (\$450,000) in Service Vouchers, the creation and disposition of which is subject to the provisions of this Settlement Agreement.

JJ. Settlement Website. “Settlement Website” means a website operated and maintained solely for the purposes of making available to the Class Members the documents, information, and online claims submission process referenced in paragraphs 3.4 through 3.7 below.

II. REQUIRED EVENTS

2.0. Promptly after execution of this Settlement Agreement by all Parties:

2.1. Class Counsel shall take all reasonable and necessary steps, subject to the Court’s availability, to obtain entry of the Preliminary Approval Order. Defendants’ Counsel shall cooperate.

2.2. The Preliminary Approval Order shall be in the same or substantially identical form as that attached hereto as **Exhibit D**, subject to Court approval.

2.3. Class Counsel will use their best reasonable efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Approval Order. Defendants’ Counsel shall cooperate in such efforts.

2.4. In the event that the Court fails to issue the Preliminary Approval Order or Final Approval Order in all material aspects as those proposed to the Court, this Settlement Agreement is voidable by the party or parties adversely affected by the Court’s reason for its failure to provide approval, except that any failure to approve the Class Counsel Fees and Expenses Award

or Incentive Award in the amount requested shall not give Plaintiff the right to void the Settlement Agreement.

2.5. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement is essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

III. SETTLEMENT TERMS

3.1. Benefit to Settlement Class Members from the Settlement Fund. Defendants will make available up to \$450,000 in Service Vouchers to satisfy the claims of those Class Members who claim vouchers for Clinic Services pursuant to paragraphs 3.4 through 3.7 below. Availability of Service Vouchers will be limited to up to \$90,000 in Service Vouchers per School (i.e., up to \$90,000 in Service Vouchers for Class Members/customers who received services from the Pitman location; up to \$90,000 in Service Vouchers for West New York location; up to \$90,000 in Service Vouchers for North Plainfield location; up to \$90,000 in Service Vouchers for Perth Amboy location; and up to \$90,000 in Service Vouchers for Ocean location).

3.2. Total Financial Commitment. Defendants' total financial commitment and obligation under this Settlement Agreement, including but not limited to Paragraph 3.1, shall not exceed \$450,000 in Service Vouchers, plus attorney's fees, litigation expenses, a \$2,500 incentive award and costs of notice publication and administration of claims and voucher redemption, as described herein and as approved by the Court.

3.3. Voucher Value and Claims Process. Each Class Member shall be entitled to submit a claim, in accordance with the procedures outlined in the Publication Notice and Long Form Notice, for two non-transferable \$5 vouchers, valued at a total of \$10. The vouchers shall (a) have a one year expiration date from the date of issue, (b) be redeemable only at School Clinics operated by Defendants in New Jersey, and (c) be redeemable in exchange for, or for discounts against, various Clinic Services, including all services listed on any current Clinic Services menu at the time of redemption. Service Vouchers are not redeemable for any cash whatsoever. Each Service Voucher is “one-time use” only: In the event a Service Voucher (or Vouchers) is redeemed for a service or services priced at an amount less than that of the Voucher redeemed, the redeeming Class Member shall not be entitled to receive a Voucher for the difference in amount or some cash “change.” Further, Service Vouchers may not be used for products, goods, or tips.

3.4. Proof of Claim. A maximum of one claim, submitted on a single Claim Form, may be submitted by each Class Member or member of his or her household.

3.5. Review of Claims. The Settlement Administrator shall be responsible for reviewing all claims to determine their validity. The Settlement Administrator shall reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 3.3 and 3.4, above, or is submitted after the close of the Claims Period.

3.6. Sufficiency of \$450,000 Voucher Settlement Fund.

a. Pro-Rata Reduction of Benefits. If the dollar value of valid Class Member claims, determined in accordance with Paragraphs 3.2 through 3.5 above, exceeds \$90,000 for any given School, awards to Class Members from the Voucher Settlement Fund shall be reduced on a pro-rata basis, such that the total available voucher value will satisfy all Voucher Claims at

that School.

b. Unclaimed Voucher Value. Any unclaimed voucher value remaining in the Settlement Fund after the Claims Period has ended shall be considered void.

IV. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE INCENTIVE AWARD

4.1. Class Counsel shall petition the Court for (and Defendant has agreed not to oppose) a combined award of attorneys' fees and costs in an amount not to exceed \$225,000. The amount of attorney's fees and costs approved by the Court shall be paid in three installments by Defendants as follows:

- \$75,000 within thirty (30) days of the Effective Date;
- \$75,000 within sixty (60) days of the Effective Date; and
- \$75,000 within ninety (90) days of the Effective Date.

4.2. Given the efforts of the Plaintiff on behalf of the Class Members, the parties have also agreed that the Named Plaintiff should receive a one-time Incentive Award in the amount of Two Thousand and Five Hundred Dollars (\$2,500.00) to be paid by Defendants in a check made out to Plaintiff Milstead which shall be delivered to Class Counsel within thirty (30) days of the Effective Date.

V. CLAIMS ADMINISTRATION AND NOTICE TO CLASS MEMBERS

5.1. JND Legal Administration shall be the Settlement Administrator, subject to Court approval, to help implement the terms of the proposed Settlement Agreement. The Settlement Administrator shall be responsible for administrative tasks, including, without limitation, (a) answering inquiries from Class Members and/or forwarding such written inquiries to Class Counsel, (b) receiving and maintaining on behalf of the Court and the Parties any Class Member correspondence regarding requests for exclusion to the settlement, (c) establishing the Settlement

Website, (d) receiving and processing claims and distributing vouchers to Class Members, and (e) otherwise assisting with implementation and administration of the Settlement Agreement terms.

5.2. Performance Standards of Settlement Administrator. The contract with the Settlement Administrator shall obligate the Settlement Administrator to abide by the following performance standards:

a. The Settlement Administrator shall accurately and neutrally describe, and shall train and instruct its employees and agents to accurately and objectively describe, the provisions of the Settlement Agreement in communications with Class members;

b. The Settlement Administrator shall provide prompt, accurate and objective responses to inquiries from Class Counsel or their designee, Defendants and/or Defendants' Counsel, and shall periodically report on claims, objectors, etc.; and

c. The Settlement Administrator shall seek clarification, instruction or authorization for performance of its duties and expenditure or disposition of cash from both Class Counsel and from Defendants' Counsel.

5.3. Notice Distribution to Class Members.

a. The Settlement Administrator shall be responsible for the newspaper publication of the Court-approved form of the Publication Notice on one occasion in the *Newark Star Ledger* within 30 days of Preliminary Approval. Such reasonable costs of publication shall be paid to the Settlement Administrator by Defendants.

b. Within 30 days of Preliminary Approval, the Settlement Administrator shall create a Settlement Website www.robertfiancesettlement.com which will contain information describing the settlement and will contain copies of all notices described herein, a

Claim Form, Class Counsel's contact information, a copy of the Settlement Agreement and a copy of Plaintiff's complaint. The reasonable cost for the Settlement Website will be paid to the Settlement Administrator by Defendants.

c. Within 30 days of Preliminary Approval, Defendants shall post a copy of the Court-approved Publication Notice in sign form in a prominent location in each Student Clinic. This notice will remain posted for ninety (90) days.

d. Copies of all notices described herein, a Claim Form, Class Counsel's contact information, a copy of the Settlement Agreement and a copy of Plaintiff's complaint will also be posted by Class Counsel in a prominent location on Class Counsel's website www.denittislaw.com.

e. The Claims Period shall run for a period of ninety (90) days, commencing on the date the Preliminary Approval Order is entered.

f. Proof of Notice. No later than fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall provide an affidavit to the Court, with a copy to Class Counsel and defense counsel, attesting that notice was published in a manner consistent with the terms of this Settlement Agreement.

g. All claim forms must be postmarked, emailed, faxed or delivered to the Settlement Administrator no later than 90 days from the date of the Preliminary Order.

h. Within 90 days of the Effective Date, the Settlement Administrator shall send "Date of Issue"-stamped Service Vouchers via first class mail distributing the Settlement Fund to eligible Class Members who have, in a timely manner, completed Claim Forms and submitted such forms to the Settlement Administrator. Vouchers shall be sent by the Settlement Administrator as soon as reasonably practicable from their Date of Issue. The costs for mailing

out Service Vouchers to Class Members will be paid to the Settlement Administrator by Defendants.

VI. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

6.1. Any Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator, Class Counsel and Defendants' Counsel at the addresses set forth in paragraph 10.12. Any Request for Exclusion must be postmarked or delivered not later than twenty (20) days prior to the date of the Final Approval hearing. Any Request for Exclusion shall state the name, address and telephone number of the person requesting exclusion, proof that they are a Class Member, and contain a clear statement communicating that such person elects to be excluded from the Settlement Class and elects to be excluded from any judgment entered pursuant to this Settlement.

6.2. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

6.3. The Settlement Administrator shall report the names of all individuals who have submitted a Request for Exclusion to the Court and class counsel no less than fourteen (14) days prior to the Final Approval Hearing.

6.4. This Settlement Agreement is voidable by Defendants if more than ten percent (10%) of the Settlement Class requests exclusion from the Settlement.

VII. OBJECTIONS BY CLASS MEMBERS

7.1. The Parties will request that the Court enter an order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection with the Court no later than twenty (20) days

prior to the Final Approval Hearing (“Objection Date”). Such objections shall state the name, address and telephone number of the person, whether the person is represented by counsel or has consulted with counsel, and provide proof of membership in the Settlement Class, as well as a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such person wishes to be considered.

7.2. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member’s objections to the Settlement Agreement, in accordance with such Class Member’s due process rights. The Preliminary Approval Order and all forms of notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Court, and serve by mail or hand delivery such notice of objection or request to be heard upon the Settlement Administrator, Class Counsel and Defendants’ Counsel at the addresses set forth in the approved forms of notice, by no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

VIII. RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

8.1. By this Settlement Agreement and the following Release, the Released Persons are fully released from any and all claims or causes of action, whether known or unknown, that were, or could have been, asserted by the named Plaintiff or any member of the Settlement Class, their respective spouses, former spouses, successors, heirs, executors and administrators (“Releasers”) against the Released Persons and any and all other named or unnamed persons or entities arising out of charges for cosmetology services to consumers at the School Clinics operated by Defendant in New Jersey, which were the subject of the of the Action.

8.2. This Settlement Agreement and Release does not affect the rights of Class Members who timely and properly request exclusion from the Settlement Agreement.

8.3. The administration and consummation of the settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the Release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement.

8.4. Upon issuance of the Final Approval Order and the Effective Date of the Settlement: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) Defendants shall not be subject to liability or expense of any kind to any Class Members except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against Defendants in any federal or state

court in the United States or any other tribunal.

IX. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiff and constitutes their legal, valid and binding obligation.

9.2. Defendants' Counsel, who are signatories hereof, represent and warrant that they have the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendants of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendants. This Settlement Agreement has been duly and validly executed and delivered by Defendants and constitutes their legal, valid, and binding obligation.

X. MISCELLANEOUS PROVISIONS

10.1. This Settlement Agreement, and the exhibits and related documents hereto, are not to be used in evidence and shall not at any time be construed or deemed to be any admission or concession by any Defendant with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. Defendant specifically denies all of the allegations made in connection with the Lawsuit. This provision shall survive the expiration or voiding of the Settlement Agreement.

10.2. This Settlement Agreement is entered into only for purposes of Settlement. In the event that this Settlement Agreement is not finally approved in all material ways as written, then this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior positions as if the Settlement Agreement had not been entered into.

10.3. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

10.4. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties.

10.5. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10.6. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

10.7. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his or its own costs of the Litigation.

10.8. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

10.9. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

10.10. Integrated Agreement. All of the Exhibits to this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference. This Settlement Agreement and the Exhibits hereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

10.11. Dispute Resolution. The Parties agree that any disputes regarding the terms and conditions of this Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved shall be submitted to the Court.

10.12. Notices. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses:

If to Plaintiff or Class Counsel:

Stephen P. DeNittis, Esquire
DeNittis Osefchen Prince, P.C.
5 Greentree Centre
525 Route 73 North, Suite 410
Marlton, New Jersey 08053
856-797-9951 (phone)
856-797-9978 (fax)
sdenittis@denittislaw.com

If to Defendant or Defendant's Counsel:

Michael R. McDonald, Esquire
Gibbons, P.C.
One Gateway Center
Newark, NJ 07102-5310
973-596-4500 (phone)
973-596-0545 (fax)
MMcDonald@gibbonslaw.com

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____, 2019

Stephen P. DeNittis
Counsel for Plaintiff and the Settlement Class

Dated: _____, 2019

Jamie Milstead
Plaintiff

Dated: _____, 2019

Michael R. McDonald
Counsel for Defendants

Dated: _____, 2019

Paul Ferrara, as officer and agent for Robert Fiance
Beauty Schools, Inc., GBR, Inc., and Reignbow
Academy, Inc.

Dated: _____, 2019

Paul Ferrara, individually